

POTTAWATTAMIE CO./TEAMSTERS #238(JAIL) 06-07

AGREEMENT

between

**POTTAWATTAMIE COUNTY, IOWA,
POTTAWATTAMIE COUNTY SHERIFF'S OFFICE**

and

**GENERAL DRIVERS AND HELPERS UNION
LOCAL NO. 554
AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

July 1, 2006

To

June 30, 2007

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PREAMBLE

THIS AGREEMENT is executed by POTTAWATTAMIE COUNTY, IOWA, hereinafter called "Employer", and General Drivers and Helpers Union Local No. 554, POTTAWATTAMIE COUNTY DETENTION OFFICERS, hereinafter called "Union".

ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Pottawattamie County, Iowa in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5890, to wit:

INCLUDED: Detention Officer

EXCLUDED: Assistant Jail Administrator, Business Manager, Chief Deputy, Detention Supervisors, Jail Administrator, Jail Maintenance Superintendent, Secretary, Sheriff, Training Supervisor, and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act of 1974.

and including or excluding those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the Effective period of this Agreement.

ARTICLE 2 INTENT AND PURPOSE

The Employer, the Union, and their employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Pottawattamie County.

The Employer, the Union, and their employees further recognize and declare their mutual desire to promote harmonious relationships among the parties covered by this Agreement to establish equitable and peaceful procedures for the resolution of grievances, and to assure the effective and efficient operation of the Pottawattamie County Jail.

ARTICLE 3 DUES CHECKOFF

The Employer shall deduct Union dues from the pay of employees under the following terms and conditions, to-wit:

- a. Dues will be deducted only from the pay of those employees who have requested, in writing, that the Employer make such deductions.
- b. The Union's Secretary Treasurer shall certify to the Pottawattamie County Auditor the amount of dues to be deducted from each paycheck.
- c. The money deducted will be turned over to the Treasurer of the Union not later than ten, (10) days after it is withheld.

It is expressly understood that the Employer assumes no liability and shall not be liable for the collection or payment to the Union of any dues during the time that an employee is not actually working for, and on the payroll of the Employer. In the event of error on the check off list, the County will not be responsible to make adjustments until notified of the error by the Secretary Treasurer of the Union.

The Union shall indemnify and hold the County harmless against any and all claims, suits, orders and judgments brought or issued against the County as a result of any action taken or not taken under the provisions of this chapter.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E and P.L.E.A.. D.R.I.V.E. and P.L.E.A shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" includes any week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. and P.L.E.A National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, that employee's social security number and the amount deducted from the employee's paycheck. Employees may only discontinue contribution status to D.R.I.V.E. and P.L.E.A once per calendar year and such employee who discontinues contribution status may only re enroll during open enrollment period as established.

ARTICLE 4 EQUAL OPPORTUNITY

The Employer agrees to cooperate fully to assure that there will be no unlawful discrimination against any employee or person seeking employment because of race, creed, color, national origin, sex, or age and will afford equal opportunity in hiring the physically handicapped by using the Americans With Disabilities Act as its policy guide in adopting requirements of job positions to be filled.

ARTICLE 5 DEFINITIONS

Employees shall refer to all Detention Officers of the Sheriffs Department.

Department shall mean the Sheriffs Department.

A part-time employee is an employee who is normally scheduled to work thirty-two (32) hours per week or less.

A temporary employee shall mean an employee that is hired for a limited time period.

Part-time employees and temporary employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless first hired as permanent employees and thereafter successfully complete the applicable introductory period.

An introductory employee is an employee who has not successfully completed twelve (12) months of continuous service. During the Introductory period, such employee may be removed or discharged by the Sheriff without cause. Introductory employees shall be entitled to utilization of sick leave as stated in Article 13, Leaves of Absence and shall receive shift differential pay in accordance with Article 29, Shift Differential of this Agreement.

A regular employee is an employee, other than a temporary employee or a part-time employee, who has completed the introductory period.

ARTICLE 6 MANAGEMENT RIGHTS

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, and exclusively to the Employer, to-wit:

- a) the right to manage the Employer's operations; to direct the working force; to ensure compliance with Iowa State Jail Standards.
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to assign teams, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g) the right to create, modify and terminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to discipline, suspend and discharge employees for just cause;
- j) the right to lay off;
- k) the right to determine the number of persons to be employed by the Employer in a division;
- l) the right to enforce and require employees to observe rules and regulations set forth by the Employer;

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his/her membership or non-membership in the Union.

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers and authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

ARTICLE 7 UNION RIGHTS AND RESPONSIBILITIES

The Union recognizes its responsibilities as the exclusive bargaining representative of the employees within the bargaining unit, and its duty to seek fair compensation and safe working conditions for its members. Further, the Union realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest reasonable cost. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees.
- b) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union and the public.

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support of non-support, or participation or non-participation, in Union affairs and activities. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operation of the Employer.

For purposes of conducting Union business, the Employer agrees that duly authorized representative of the Union may have access to the Employer's premises with the prior consent of the Jail Administrator or Assistant Jail Administrator or designee. Such visits shall not interfere with the performance of the job duties of any employee.

The Employer agrees to furnish and maintain bulletin boards or portions of bulletin boards, in convenient places, to be used by the Union. One (1) bulletin board shall be in the employee mail room. The Union shall limit its posting of notices and bulletins to such bulletin boards and be responsible to monitor posting to insure no derogatory material toward the County, Sheriffs Department or Employees is posted. Derogatory information shall include but not be limited to cartoons, caricatures, political comments, political advertisements and unsigned material. The department reserves the right to recall any posted material it finds to be objectionable or inflammatory in nature.

The Employer may permit a limited amount of legitimate Union activity by local Union representatives, provided that such activity does not interfere with the performance of the job duties of any employee to be away from his/her assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. The names of such authorized representatives shall be supplied to the Employer in writing and updated as changes occur. The Sheriffs' Department reserves the right to limit the number of employees involved and type of activity to be held.

ARTICLE 8 WORK STOPPAGE

The employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operation of the Employer.

No employee shall cause; authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operation of the Employer.

In the event of a violation of paragraph 3 of this Article or Section 12 of the Iowa Public Employee's Relations Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

In the event of a violation of any paragraph above, all legal censures of this act shall apply.

ARTICLE 9 HOURS OF WORK

This Article is intended to set forth the normal work week and work schedule, but shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

The normal work schedule for employees working a continuous shift shall commence on a date to be set by the Employer, and thereafter shall continue on the following schedule, to-wit:

- 1) Two (2) consecutive twelve (12) hour workdays, followed by two (2) consecutive days off, then three (3) consecutive twelve (12) hour workdays followed by two (2) consecutive days off, then two (2) consecutive twelve (12) hour workdays, followed by three (3) consecutive days off.
- 2) A repetition of the above schedule over each fourteen (14) day pay period.
- 3) The first shift shall be from six (6) a.m. to six (6) p.m. while the second shift shall be from six (6) p.m. to six (6) a.m.

The above schedule creates eighty-four (84) hours worked in a fourteen (14) day pay period. The four (4) hours worked beyond eighty (80) hours shall be compensated to the employees as set out below.

In every fourteen (14) day pay period, each employee shall be required to take four (4) hours off. The time off shall be taken in either two (2) or four (4) hour blocks. The employee may request, to his/her immediate supervisor, which workday the two (2) or four (4) hours will be taken off. This request will be approved, subject to available shift coverage. The Employer reserves the right to schedule the four (4) hours off for the employee if no date can be agreed upon between the employee and the supervisor. The Employer also reserves the right to require that the employee utilize their ETO in conjunction with sick leave.

If, for any reason, the employee is unable to take the full four (4) hours off during a fourteen (14) day pay period, the employee shall be compensated at the overtime rate outlined in Article 10 of this Agreement.

It is understood the Employer will require employees to come in early to conduct a shift change over, twenty (20) minutes prior to the start of their shift. Such twenty (20) minutes shall not be used for accrual purposes of vacation, sick leave and/or holidays. The resulting overtime will be compensated in the form of either compensatory time or cash, and as such shall be taken in accordance with Article 10, Section A of this

Agreement or compensatory time, in accordance with Article 10, Section F of this Agreement and Article 20, the fifth (5th) paragraph.

Employees who work at least six (6) hours of a twelve (12) hour shift on their regular scheduled work day shall receive a paid one (1) hour lunch period. Employees who work at least eight (8) hours of a twelve (12) hour shift on their regular day off shall receive a one (1) hour paid lunch period. The lunch period shall be scheduled by the Employer as nearly as possible at or near the middle of their scheduled workday. Employees required to work through lunch, shall be compensated for one (1) hour of pay at the straight time rate. The Jail Administrator or Assistant Jail Administrator shall retain the right to impose restrictions and limitations in those periods when an employee's absence for a lunch period would jeopardize or otherwise detract from the efficient operation of the jail facility.

Employees shall receive, when possible, a fifteen (15) minute break at or near the middle of the first and last half of their scheduled workday.

It is understood and agreed that the work schedules for all employees may be changed by the Employer for a limited time, not to exceed sixty (60) calendar days, to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and employee shall be required to work as scheduled by the Employer. The Employer shall give the Union ten (10) calendar days notice of any major change of work schedules. In the event of an emergency as defined by the Employer, the ten (10) calendar day notification may be waived. An emergency is defined as any unforeseen circumstance that may prohibit the Employer from providing adequate notice of a change in scheduling practices.

Training:

Training time is considered as hours worked and shall be compensated in accordance with the following.

1. The Jail Administrator or Assistant Jail Administrator may require an employee to alter his/her work schedule for training if given a minimum of one (1) calendar week notice. In the event the employee requests to adjust his/her work schedule, the one (1) week notice can be waived.
2. Training on Regular Day Off
Employees may be required to attend training on his/her regular day off. Training time is considered as hours worked and shall be compensated in accordance with Article 10, Overtime.

3. Training on Regular Scheduled Work Day

Employees may be required to attend training on his/her regularly scheduled work day.

- If the training is completed in-house or is located in the surrounding metropolitan area, the employee will discuss his/her work schedule with the Jail Administrator or designee to determine if any of the following adjustments need to be made:
 - a.) The employee will report for duty upon the completion of the training;
 - b.) The employee will request vacation or compensatory time off for hours remaining in the work day; or
 - c.) The employee will receive ETO time.
- If the training requires the employee to travel outside of the surrounding metropolitan area, the following shall apply:
 - a.) Time spent traveling shall be considered as hours worked.
 - b.) The Jail Administrator or designee may require the employee to report for duty upon completion of the training based upon the length of the training and travel time involved.
 - c.) Training days which require an overnight stay shall generally be considered a full work day. If the training day is less than eight (8) hours, the employee will discuss their work schedule with the Jail Administrator or designee to determine if work schedule adjustments need to be made.

ARTICLE 10 OVERTIME

A. Overtime.

Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of twelve (12) hours in any calendar days, or in excess of the employee's regularly scheduled work hours. It is the policy of the Employer to keep overtime work to a minimum.

No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Overtime work shall be mandatory when required by the Employer and the employee shall work the hours directed by the Employer. Overtime shall not be used to punish or reward employees.

Overtime will be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay, which shall be computed on the basis of the number of work hours per year.

B. Planned Overtime

When a supervisor learns about the need for planned overtime on his/her shift, the supervisor shall, as soon as possible, notify all staff for someone to work overtime by posting the need on the mailroom bulletin board. The first employee to voluntarily accept the supervisor's offer shall be given the overtime assignment, unless the employee is restricted for other reasons.

When no employee accepts the assignment on a voluntary basis within 72 hours of the need, the supervisor shall utilize the voluntary overtime sign-up sheet.

C. Voluntary Overtime Sign-Up Sheet

The overtime sign-up sheet will be posted for employees to sign-up for voluntary overtime up to 30 days in advance. The list will be maintained by the Employer on a weekly basis. The sign-up sheet will be divided into days of the week and into day shift (any job starting between the hours of 0600 and 1800) and night shift (any job starting between the hours of 1800 and 0600). Night premium rate of pay will remain as stated in the Labor Agreement (hours worked between 1800 and 0600).

Employees interested in any overtime available must sign the sheet. The Employer will use this as the overtime coverage list. Overtime will be offered by seniority and qualifications. If employees fail to sign the sheet they will not be called for overtime. Any employee signing the overtime sign up sheet agrees to work the assigned overtime for the period if qualified.

D. Involuntary Overtime Sign-Up Sheet

If no employee accepts or is available for an overtime assignment the supervisor shall utilize the involuntary overtime list to contact the assigned employee for that specific workday and order that employee to work. This list shall be maintained by the shift supervisors and shall include all employees assigned to the shift.

An employee who has been ordered to work overtime may locate another employee who is willing to work overtime in his/her place, as long as the other employee is not restricted from overtime.

In the event an employee is ordered to work overtime for two (2) hours or fourteen (14) hours twenty (20) minutes in any shift, such two (2) hours would be compensated at the rate of time and one half (1 ½) times the employees regular rate of pay.

In the event an employee is ordered to work overtime for more than two (2) hours up to a maximum of sixteen (16) hours twenty (20) minutes in any shift, such two (2) hours would be compensated at the rate of two (2) times the employees regular rate of pay.

No employee shall be required or ordered to work beyond sixteen (16) hours twenty (20) minutes in any shift.

In the event of a facility emergency, a supervisor may order any or all of the employees to remain on duty and/or may order employees to report to the facility.

E. Call-Back Time

If a full-time employee is called to duty or to a work related meeting during his/her off-duty time and such time does not coincide with his/her scheduled tour of duty, such employee shall be paid or shall receive compensatory time for a minimum of two (2) hours at the rate of time and one-half (1 ½) times the actual number of hours worked, whichever, is greater, unless such call back is one (1) hour or less prior to the employee's regular shift.

If the employee stays after the end of their shift, the time worked is not considered callback and the employee shall only be compensated at the applicable rate for the actual time worked.

This shall include call back time for court appearance, provided that the employee is testifying because of circumstances arising out of his or her assigned work duties, and further provided that the employee has been ordered to testify by a Supervisor or is subpoenaed.

F. Compensatory Time. An employee may choose compensatory time off in lieu of overtime or call back time.

An employee desiring compensatory time off rather than overtime pay shall notify the Employer in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made. The Employer shall keep a record of any compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time.

Compensatory time will be taken at times requested by the employee after it is approved in writing on a form as approved by the employer.

A maximum of one hundred (100) hours of compensatory time may be accumulated by an employee. This maximum may be extended by the Sheriff or his designee due to emergency situations. Every effort will be made not to carry over any accumulated compensatory time to the next contract year. An employee who has accumulated more than one hundred (100) hours of compensatory time shall be compensated for all hours in excess of one hundred (100) hours.

ARTICLE 11

TRADE TIME

Employees may utilize a trade time agreement among themselves. Such agreement shall be voluntary and shall consist of employees agreeing to trade off working assignments in increments of twelve (12) hour blocks. Trade time is not meant to alter an employee's work schedule rather; it is designed as a benefit for the occasional exchange of work assignments. Trade time shall be limited to sixteen (16) events per contract year unless prior approval is received from the Assistant Jail Administrator. If an employee's name appears on the trade form, it shall be considered one (1) event.

Trade time agreements shall be between employees within the same job classification, except that the Employer has the discretion to waive this requirement. Employees utilizing this agreement shall agree between themselves as to the payback conditions, except that the payback must be accomplished within sixty (60) days of their agreement. Such agreement shall be written on a form provided by the Employer, signed by the agreeing employees, and the employee's supervisors. All trade agreements must have prior written agreement of both employee's supervisor, whose agreement will not be arbitrarily or capriciously withheld and submitted and approved two (2) days in advance, except in the event of an emergency. If there is an emergency, then the decision to approve or deny will be at the discretion of both employees' immediate supervisors. In the event one or both of the supervisors are unavailable, the proper chain of command will be followed.

If a substituting employee fails to report for duty for any reason, appropriate leave shall be deducted. In the event that the employee has no accumulated leave, pay shall be deducted. It shall be the responsibility of the substituting employee to find a replacement employee. Should the substituting employee fail to find a replacement employee, trade time privileges may be suspended by the employer for a period of three (3) months.

ARTICLE 12 HOLIDAYS

Employees are provided ten (10) paid holidays, to-wit: New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

A holiday for time worked shall be comprised of one twenty-four (24) hour period commencing at 12:00 am midnight and ending the following 12:00 am midnight.

A continuous shift employee who works the actual holiday not the County recognized holiday, shall have the option to be compensated either at the rate of two and one-half ($2\frac{1}{2}$) times the regular rate of pay for the actual number of hours worked or at a rate of one and one-half ($1\frac{1}{2}$) times the regular rate of pay and shall be granted an additional day off

When a holiday occurs during an employee's regularly scheduled day off, the employee shall have the option to be compensated with holiday pay at straight time rate or shall be granted an additional day off in lieu of such holiday.

In the event that a holiday falls within an employee's vacation period, or in the event that a holiday occurs during an employee's bona fide sick leave, such employee shall have the option to be compensated with holiday pay at the straight time rate or shall be granted an additional day off in lieu of such holiday

The employee shall indicate their choice of compensation on the overtime report.

In the event the employee elects to select the option granting the additional day off, said request for the day (s) off shall be submitted in writing.

The earned holiday off must be utilized within one (1) calendar year from the actual holiday date. Introductory employees will receive the designated holidays as regular employees.

ARTICLE 13 LEAVES OF ABSENCE

A. Sick Leave

Sick leave shall be used for personal illnesses and injury of the employee, including employees on the job injury or disability, subject to the provisions set out hereinafter. Illness and injury shall include but not be limited to examinations or treatments for medical, surgical, dental or optical problems that would render the employee unable to perform his/her duties in a normal manner.

An employee may utilize up to sixty (60) hours of accumulated unused sick leave per calendar year for the care and necessary attention to ill or injured members of the employees immediate family. Immediate family, for purposes of this section, is defined as husband, wife, child, foster child, stepchild or parent.

The employee may be allowed to utilize up to two-hundred-forty (240) hours of their sick leave if a serious health condition affects a member of the employee's immediate family. When granting additional sick leave, the county shall adhere to the definition of a "serious health condition" as outlined in the Family & Medical Leave Act of 1993. In order to qualify for additional sick leave, the employee must have a FMLA request on file accompanied by a physician's certification.

Employees shall be granted twelve (12) hours of sick leave per month, and shall have the right to accumulate unused sick leave up to a maximum of one thousand forty (1040) hours. An Introductory employee will not be allowed sick leave until the employee completes six (6) months of employment, except as set out in paragraph 7 hereinafter, at which time such employee will be credited with the number of days earned from the employee's date of hire.

Sick leave may be taken in fifteen (15) minute incremental periods.

Except in cases of serious confining illness which are certified by a physician, sick leave will not be paid on the working day immediately preceding or following a holiday, unless the Employer is confident such sick leave is not being abused.

The Employer reserves the right to require a physician's certification for an absence due to sickness. The cost of obtaining a physician's certification as required by the Employer pursuant to this paragraph shall be borne by the Employer. If the Employer elects to require a physician's certificate pursuant to this paragraph, the Employer shall so notify the employee at the time the employee notifies the employer that he/she is sick.

The Employer reserves the right to require a physician's certification for an absence due to sickness of more than three (3) consecutive work days. The cost of obtaining a physician's certification as required by the Employer pursuant to this paragraph shall be borne by the employee. If the Employer elects to require a physician's certificate pursuant to this paragraph, the Employer shall so notify the employee that a return to duty slip is required.

To be eligible for sick leave payment, an employee shall notify the employer at least one (1) hour prior to start of the shift, but in any event, not later than the starting time of the employee's workday, unless the personal illness or injury occurs while at work.

Upon retirement, resignation or death, an employee or the employee's beneficiary or estate shall be reimbursed for employee's unused accumulated sick leave over eight hundred (800) hours in an amount not to exceed \$2,000.00. Employee shall be paid for said unused accumulated sick leave at the employee's regular pay at the time of retirement, resignation or death.

Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.

An employee who has accumulated 1,040 hours of sick leave may convert $\frac{1}{4}$ of his/her accumulated sick leave in excess of 1,040 hours to vacation leave.

An employee who has exhausted their sick leave may participate in the sick leave donation program as outlined in the county personnel policy manual.

B. Funeral Leave

An employee, including an Introductory employee, will be granted not to exceed three (3) days of paid leave in order to arrange and attend the funeral of the employee's mother, father, wife, husband, son, daughter, foster child, stepchild, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchild or the spouse's grandparents. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral.

Any employee who has completed the Introductory period will be granted one-half ($\frac{1}{2}$) day of leave without pay to attend the funeral of a close family friend one (1) day of leave with pay to attend the funeral for a fellow employee or relative not listed above. In the event of the death of an employee of the Sheriff's Office, the Sheriff or his designated representative shall determine the minimum staffing requirements that will need to be in place at the time of the employee's funeral.

C. Jury and Election Duty

Any regular employee selected for jury duty or to work at the election polls shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall receive his/her regular wages and shall turn over to the Employer his/her jury or election services fees.

An employee who is summoned for jury duty or to work at the election polls, but is not selected, or an employee who is released from jury duty or from work at the election polls with an hour or more remaining on the employee's shift, shall return to work immediately.

If an employee is called for jury duty or to work at the election polls, the employee shall promptly notify the employee's immediate supervisor and provide the supervisor with a copy of the jury or election poll summons.

D. Military Leave

All employees, other than employees employed temporarily for six (6) months or less, who are members of the National Guard, organized reserves, or any component part of the military, naval or air forces or nurse corps of the state or nation, or who are or may be otherwise inducted into the military service of this state or of the United State, shall be, when ordered by proper authority to active state or federal service, entitled to a leave of absence from their employment with the Employer for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. The Employer may make a temporary appointment to fill any vacancy created by such leave of absence, and may require documentation of such military service.

E. Voting Leave

Any employee, including an Introductory employee, required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

F. Maternity Leave

A female employee anticipating a maternity leave may be entitled to a leave of absence without pay if she has exhausted her sick leave. An employee anticipating such leave shall notify the Employer as soon as possible of the anticipated date of birth.

The employee requesting maternity leave shall present a doctor's statement verifying when the employee's condition requires her to leave work and shall present a doctor's statement as to when the employee is able to return to work, and unless the employee returns to work within three (3) days of such date or any other date by reason of extension granted by the Employer based on medical grounds, the employee will be considered to have voluntarily resigned or retired.

G. Paternity Leave

Male employees shall be permitted to utilize sixty (60) hours of accumulated sick leave for the birth and/or care for a newly-born or newly-adopted child.

H. Leave of Absence Without Pay

A leave of absence without pay is a predetermined amount of work days off from work for whatever purpose, which has been requested by the employee and approved by the Employer in writing. The employee will be given a copy of the authorization. In order to be eligible for a leave of absence without pay the employee shall have exhausted all accumulated vacation and comp time. The leave of absence shall be authorized at the Sheriff's discretion.

Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when he/she left, provided that during such period, no employee shall earn sick leave, vacation leave or other leave.

In the event an employee fails to return to work at the end of any such leave, he/she shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan;
- c) shall not receive any other job benefits during the period of absence; and
- d) shall not acquire additional seniority during said leave.

The employer may make exceptions to any of the above conditions (a-d) for leaves not exceeding fifteen (15) working days.

ARTICLE 14 VACATIONS

Every employee shall be eligible for paid vacation time after one (1) year of service with the Employer.

Vacation allowances shall be earned based on the following schedule, providing that existing employees shall not have a reduction in the number of their vacation days:

<u>Employment Requirements</u>	<u>Vacation Period</u>
After 1 year of continuous service	96 hours per year
After 6 years of continuous service	144 hours per year
After 15 years of continuous service	192 hours per year

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Vacation may be taken in one (1) hour incremental periods.

Vacations shall be granted at the time requested by the employee, subject to the approval of the Employer. The request is to be made in writing. In the event of an emergency, the employee's immediate supervisor may approve or deny an immediate request for the use of vacation earned, taking into account the factors surrounding the request and shift coverage only. The Employer shall have the right to approve or disapprove of an employee's requested vacation period, considering the scheduling requirements of the department, and shall not consider individual personalities, nor shall the Employer discriminate between or among employees. If the work load permits vacation, but the number of persons on vacation must be limited, seniority based on the date of hire shall govern. Any request for vacation submitted on or before March 1 shall be allocated by seniority based upon date of hire of the employee. Any requests made for vacation after March 1 shall be allotted on the first come first serve basis with seniority having no impact. In all cases, vacation requests shall override holiday requests. After March 1, all vacation and holiday requests shall be equal and allotted on a first come, first serve basis. In all cases compensation time will not override vacation and/or holiday time.

Accordingly:

- a. The first vacation period earned, after completing one (1) full year of service, shall be taken prior to January 1, unless the Employer, for good cause, extends the period.
- b. Thereafter, on January 1 of each year, the Employer will credit each employee with the amount of vacation the employee will earn on the employee's next anniversary date, determined on the basis of the contract in effect on that January 1. If an employee uses vacation credited on January 1, prior to the time the vacation is earned, and if the employee is terminated for any reason prior to the time the vacation is earned, the employee will reimburse the Employer for the vacation pay.
- c. No employee shall be entitled to vacation pay in lieu of vacation.
- d. Up to forty-eight (48) hours of vacation may be carried from one year to the next only if the employee gives written notification of the employee's intent to carry over vacation hours to the Jail Administrator or Assistant Jail Administrator on or before December 15 of each calendar year. If hours are carried over to the following year, they must be used on or before April 1 of the following year or they will be forfeited.

ARTICLE 15 GRIEVANCE PROCEDURE

A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer. The time for filing a grievance shall commence when the employee receives notification of the change. Should an employee have a grievance, it shall be adjusted in the following manner.

The employee or the Union representative may initiate a conference with the immediate Supervisor in an attempt to resolve the issue.

STEP 1. If the grievance is not settled by informal conference, the employee or the Union representative may initiate a grievance within fourteen (14) calendar days after the alleged incident upon which the grievance is based. At this point the grievance shall be reduced to writing, signed by the employee or the Union representative, and will specifically state the facts and provisions of the alleged violation. The written grievance shall be submitted to the Jail Administrator or his designee, who shall answer in writing within seven (7) calendar days after the grievance is presented. The Employer and the Union may, by mutual agreement, extend any of the time limits set forth in this article.

STEP 2. If the grievance is not settled in step 1, it may be submitted within seven (7) calendar days to the County Sheriff or his/her designated representative who shall answer in writing within seven (7) calendar days after the grievance is presented.

STEP 3. If the grievance is not settled in step 2, it may be appealed to arbitration by the Union. Written notice of a request for arbitration must be submitted to the County Sheriff within seven (7) calendar days after the answer is due in step 2. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the party requesting arbitration shall strike the first name; the other party shall then strike one (1) name, and this process will be repeated so that the remaining person shall be the arbitrator. Either party, upon receipt of the list of five (5) persons, may reject the list in total and request another list.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall submit the decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding on both parties.

The fees and expenses of the arbitrator will be charged equally by both parties. Each party will pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

If an answer to a grievance is not presented to the employee by the Employer within any of the time limits specified in this Article, it is presumed that the grievance is denied and the employee may proceed to the next step of the grievance procedure. Failure by an employee, his/her representative, or the Union to initiate or process a grievance within the time limits specified shall constitute a bar to initiating or processing such grievance.

Grievances may be investigated, processed and presented by a representative during working hours within reasonable time limits without loss of pay, provided notice is given and the work load permits.

ARTICLE 16

PROCEDURES FOR STAFF REDUCTION

In the event the Employer determines that employees must be laid off, the Union shall be notified in writing within ten (10) administrative working days after the determination. Employees shall be laid off as follows:

- a) Layoffs shall be determined on the basis of Seniority, with less senior employees being the first to be laid off; and
- b) If the number of employees to be laid off within the classification exceeds the number of employees in category (a) or there are no employees who come within category (a), the Employer shall consider qualifications, ability to perform, and seniority, and if qualifications and ability to perform are equal between and among affected employees, seniority shall govern. Employees who have been previously working in a lower grade classification will be able to return to that classification at the lower grade of pay in the employee's present step in the event of a layoff. Temporary, Part-time and Introductory employees performing duties within the job classification from which employees have been or are to be laid off, are to be laid off first and have no recall rights.

An employee to be laid off will be notified thereof in writing at least ten (10) working days prior to the effective date of layoff.

Within the job classification laid off, employees will be returned to work in the reverse order in which they were laid off. No new employees will be hired for a job in the classification from which employees have been laid off until all employees laid off from that classification have been given notice of recall.

An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address.

Once notified by the Jail Administrator or Assistant Jail Administrator, the employee shall be given 72 hours to respond. In the event the employee accepts, the start date will be decided by the Jail Administrator.

ARTICLE 17 WORKING OUT OF CLASSIFICATION

If an employee works in a higher rated job classification for a period of one (1) workday or in the event of an emergency, if an employee is directed to a higher rated job classification during a workday, he/she shall be paid the premium for all hours worked on such workday. The premium rate shall be a minimum of five percent (5.00%) per hour of the employees' regular rate of pay.

- (a) The Jail Administrator or the Assistant Jail Administrator shall designate the employee.
- (b) The employee must meet the qualifications of the Shift Supervisor job description to be eligible.
- (c) No person shall be considered an acting Shift Supervisor unless they are in the detention facility and performing all functions normally assigned to a Detention Supervisor. Detention facility, for the purposes of this article, shall be defined as the building in which inmates are incarcerated.

ARTICLE 18 HEALTH AND SAFETY

The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Equipment furnished by the Employer shall be used properly and employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. The Employer shall pay the actual cost of repairing an article of such protective clothing or equipment which is damaged unintentionally while on the job.

If the Employer requires an employee to obtain a physical examination, the cost of the examination shall be provided by the Employer.

Drug and alcohol testing of employees will be required after all accidents which result in a death, personal injury or damage to property at the Sheriff's discretion. The employer will maintain a probable cause and random drug testing procedure.

ARTICLE 19 GENERAL PROVISIONS

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision for the invalidated Article, section or portion thereof.

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in the Agreement, or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 20 JOB AND SHIFT BIDDING

Any new or vacant regular full-time Detention Officer positions which occur shall be posted for bid, except for temporary job bid. Any vacancy created by bidding procedure shall be filled by the determination of the Employer. The Employer will determine when a vacancy occurs.

The posting shall be for a period of five (5) days and shall specify the date and time which bids will be accepted. It will specify the position and shift, as well as any qualifications, certifications, experience or training required. Positions will be awarded within the ten (10) days of the closing of the bids. Positions will be awarded by seniority given the special qualifications and experience requirements allowed as set out above.

If the bidding doesn't produce an applicant with the qualifications, certifications, experience or training required, then the Jail Administrator or his designee shall select the employee with the certifications, experience or training required and places such employee in that position and shift or he shall hire from the outside. No employee shall be forced to change shift on a permanent status.

If an employee fails to satisfactorily learn and perform the position, the employee will be disqualified from such position and will be transferred back to his/her former position.

All bidding for shifts shall occur annually. The shift bidding shall occur between December 1 and December 7 of each year for shift changes beginning January 1 of the following year. Shift shall be awarded by seniority as set forth in Article 16. The Sheriff or his designee shall notify those persons affected by shift changes no less than ten (10) calendar days before the change takes place. When a job is vacated due to illness, injury, or leave of absence such job will be filled by reassignment of an officer for up to three (3) months. At the time of shift bids, employees will designate the method of compensation for the twenty (20) minute shift briefing, for the year, either overtime pay or compensatory time.

When it has been determined an employee will be off work for a period of three (3) months or longer due to illness, injury, or leave of absence, that employee's position shall be posted for bid on a temporary basis. The qualified senior bidder will be given the temporary bid and placed on that job in accordance with the labor agreement. The position vacated by the successful bidder will be appointed by the Employer.

In the event the employee returns to work, they will be returned to their original position. The employee covering this position through temporary bid status will be returned to their previous position. The appointed employee will be placed on any open job or will take the position of the lowest senior employee.

In the event the employee is unable to return to work, this position will be awarded as a permanent position. The employee holding the position through temporary status will be awarded the permanent position if they so desire. The appointed employee will be assigned to the open job.

Employees will be eligible to bid on a temporary position whether or not they have bidding rights.

ARTICLE 21 DISCIPLINE AND DISCHARGE

Section 1. The County shall have the right to adopt and put into effect rules and regulations not in conflict with this agreement. All employees shall be subject to such rules and regulations and any violations may be considered just cause for disciplinary action or discharge. If rules are deemed unreasonable by the union, said issue may be subjected to the grievance procedure.

The purpose of employee discipline is to advise the employee of the infraction in such a manner as to ensure that such behavior will not be repeated. Discipline shall be imposed for just cause only.

Disciplinary actions shall be progressive in nature and shall include the following:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

Copies of disciplinary actions shall be given to the employee and forwarded to the union.

Section 2. Employees who have been suspended or discharged and who have completed their introductory period, may process a grievance through the grievance procedure.

Oral and/or written reprimands may be protested in writing by the employee and such protests will be placed in the employee's personnel file and may be used in the event of disciplinary time off or discharge of the same or similar infraction.

For purposes of progressive discipline, disciplinary actions shall be active for twelve (12) months from the date of discipline. However, disciplinary actions shall remain active for eighteen (18) months for violations of the same rule.

Section 3. If the Employer has reason to reprimand an employee, it shall be done within fourteen (14) days of the incident, in a reasonable and professional manner and not before other employees or the public, except where impractical. The time period may be extended due to circumstances beyond reasonable control of the administration.

Section 4. The employer has the right to suspend and/or terminate any employee immediately for just cause.

Just cause, for the purpose of termination or suspension, includes but is not limited to the following:

- a. Possession of alcoholic beverages during working hours;
- b. Consumption of alcoholic beverages or illegal drugs during working hours or being on the job in an unfit condition because of the consumption of the above including prescription drugs;
- c. Selling or possession of, or using legally prohibited drugs;
- d. Employment connected theft, burglary, or battery;
- e. Willful and/or reckless neglect of duty;
- f. Dishonesty;
- g. Any absence of three (3) or more consecutive days without an excuse or notification;
- h. Violence, or threat of violence, in the workplace.
- i. Intimate involvement or sexual misconduct with an inmate

ARTICLE 22

EDUCATIONAL REIMBURSEMENT

The County Educational Assistance Program is provided as an incentive for employees to further their education and development. This incentive is provided through partial financial reimbursement. The course(s) must, in the Sheriff's determination, be law enforcement related or deemed job related by furthering the employee's skills and/or knowledge in his/her present job or in a future position with the Sheriff's office. Participation in the program does not guarantee the employee a promotion and/or pay increase.

The employer will reimburse full-time employees who have completed, their introductory period, fifty percent (50%) of tuition for courses at an accredited educational institution that have been approved by the Sheriff or his designee prior to enrollment in the class up to a maximum of One Thousand One Hundred Dollars (\$1100) per fiscal year. Only tuition will be reimbursed, not books, lab fees, parking or other miscellaneous fees. Employees shall attend courses during their off duty hours only. The employee must successfully complete the course with a grade of "C" or better to receive reimbursement.

In order to be eligible to receive this benefit, an employee must complete the applicable request form and submit it to the Sheriff or his designee for approval no less than thirty (30) days prior to the start of the course. Upon completion of the course the employee must submit a copy of the grade(s) and the tuition costs to the employer within sixty (60) days in order to receive reimbursement. The County shall issue the employee a check for the reimbursement amount within forty-five (45) days of the employee's submission of grades and tuition costs. In the event the employee withdraws from the class prior to the completion of the class or fails to obtain at least a "C" grade, the Employer is not responsible for any reimbursement for the educational benefit.

Employees who terminate their employment with Pottawattamie County and have received educational reimbursement within the past twelve (12) months shall reimburse the County for the total amount of dollars the employee received under educational reimbursement within the past twelve (12) months. It shall be the responsibility of the Sheriff to notify the Auditor's Office prior to the issuing of the employee's final paycheck as to whether or not the employee is required to reimburse the County for funds spent on educational reimbursement. This policy does not apply to required continuing education for County positions.

ARTICLE 23 LIGHT DUTY

The Sheriff may allow an employee to return to work on a "light duty" basis if the employee has a physician's statement that releases the employee with limitations and/or restrictions. The light duty policy will be in accordance with the following criteria:

1. If there is a light duty position or work duties available within the Sheriffs Department that satisfies the restrictions set forth by the physician, the employee will be assigned to said position or duties.
2. If there is a light duty assignment available outside of the department that satisfies the restrictions set forth by the physician, the employee may be assigned to said position.
3. Light duty is not meant to be a permanent work arrangement and no permanent light duty positions are available.

The placement of an employee on light duty will be evaluated after thirty (30) days. The continuation of light duty will be based upon the health condition of the employee, as verified by a physician, and the staffing needs of the facility.

ARTICLE 24
SHIFT DIFFERENTIAL

Employees who work the 6:00 p.m. to 6:00 a.m. shift shall be paid an extra incentive of fifty cents (\$.50) per hour; however introductory employees shall be eligible for shift differential after six (6) months of employment.

ARTICLE 25 WAGES

Effective July 1, 2006 – June 30, 2007 all job classifications represented by this agreement shall receive a three and one-half percent (3 1/2%) across the board salary increase.

Employees shall be compensated in accordance with the Wage Schedule attached hereto marked Exhibit A and herein incorporated by this reference.

Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Employees promoted to another job classification having a higher pay grade shall be brought to the entry step of the new pay grade, or to a step on the pay grade which would be equivalent to a one (1) step pay increase.

ARTICLE 26 SENIORITY

For all purposes under this contract, seniority is defined as an employees length of continuous service with the Pottawattamie County Sheriff's Department from his/her civil service or civilian date of hire, except for bidding, in which case seniority shall be defined as the total number of days worked within a job classification.

Seniority within a job classification shall be retroactive for all current members of the bargaining unit.

New employees shall be added to the seniority list from their date of hire after completing the introductory period.

The seniority list for employees shall be maintained by the Employer and renewed and posted on employee bulletin boards every six (6) months. A copy of the seniority list shall be made available upon request by the Union. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) working days. A seniority list for job classification shall also be maintained by the employer. The same guidelines as above will dictate as to the times the list will be updated, posted and protested. Classifications for the seniority list shall be:

1. Detention Officers

Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason; is discharged for just cause; is absent from work three (3) consecutive working days without notification to and authorization from the Employer; is laid off for a period exceeding eighteen (18) months or the employee's seniority, whichever is lesser; is on layoff and fails to report to work within the time period set out in the Article on Procedures for Staff Reduction; or fails to report to work on the next scheduled workday at the completion of a leave of absence.

It is the right of the Employer to determine when a job is vacant and when it will be filled.

An employee who is promoted to a position outside of the bargaining unit and subsequently returns to a position within the bargaining unit shall be given full credit for the service earned prior to his/her promotion and additionally will be credited with the earned service to his/her promoted position after he/she had fulfilled the Introductory period. Seniority will be the total amount of service spent in both the bargaining and promoted positions and may be used accordingly where seniority is referred to in this contract. If an employee returns to a bargaining unit position between the seniority bidding process, the employee may not exercise that seniority until the next regular bidding process is held. Assignments, vacation schedules etc. will be at the discretion of the Sheriff until the next bidding process takes place.

ARTICLE 27 INSURANCE

The Employer shall provide a group health insurance plan for employees.

For the contract year beginning July 1, 2006 and ending June 30, 2007, the Employer shall contribute all of the premium cost of single coverage group health insurance in excess of twenty-five dollars (\$25.00) per month for those employees, including introductory employees, who wish to enroll in group health insurance and all of the premium cost of family coverage group health insurance in excess of one hundred dollars (\$100.00) per month which shall be paid by employees who wish to enroll their dependents in the group health insurance plan including the introductory employees.

For contract period July 1, 2006 and ending June 30, 2007 the health care benefits for affected employees are referenced in Exhibit B, the PPO Plan attached to this contract, or at least its equivalent.

The Employer recognizes its responsibilities to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 613A the 1981 Code of Iowa.

The employer shall provide, at no cost to the employee, a group term life insurance plan in the amount of ten thousand dollars (\$10,000.00) with ten thousand dollars (\$10,000.00) of additional accidental death and dismemberment insurance. The accidental death and dismemberment insurance policy also includes an additional ten thousand dollar (\$10,000) benefit if seat belts were worn for a death in a car accident.

The employer shall provide, at no cost to the employee, a long term disability insurance plan, with a one hundred and eighty (180) calendar day waiting period. The plan shall pay sixty percent (60%) of the employee's gross base monthly salary, exclusive of commissions, bonuses and overtime compensation, for a maximum of Five Thousand Dollars (\$5,000.00) per month.

The Employer shall provide, at no cost to the employee, a dental insurance plan as referenced in Exhibit D of this contract for the contract year beginning July 1, 2006 and ending June 30, 2007. Employee's choosing dependent coverage shall contribute an amount not to exceed seventeen dollars (\$17.00) per month.

**ARTICLE 28
LONGEVITY**

Longevity pay shall be paid according to the following schedule:

Upon completion of the 5th year through the 9th year	-	\$0.26/hour
Upon completion of the 10th year through the 14th year	-	\$0.46/hour
Upon completion of the 15th year through the 19th year	-	\$0.92/hour
Upon completion of the 20th year	-	\$1.38/hour

ARTICLE 29 UNIFORMS

The County shall furnish uniforms to each full-time employee.

Personal watches, clothing and eyeglasses/contact lenses will be repaired or replaced with like items only if the damage is caused by a work related incident.

Maximum reimbursement will be as follows:

Eyeglasses/contact lenses	reimbursement in full
Watch	\$100.00
Clothing	\$100.00

All newly hired jail personnel shall be issued three (3) shirts and three (3) pairs of pants at the time of hire. As their initial shirts and pants become unserviceable, employees shall give the unserviceable shirt or pants to their supervisor in exchange for a replacement.

All regular employees will receive a payment of one-hundred dollars (\$100.00) prior to December 31st of each calendar year for the purpose of maintaining uniforms in accordance with the Pottawattamie County Sheriff's Office Dress Code Policy.

ARTICLE 30
JAIL TRAINING COMPENSATION

Any Detention Officer who has been appointed by the Jail Administrator to the position of Jail Training Officer (JTO) shall be compensated as follows:

Any Jail Training Officer that trains a JTO Program Trainee for a minimum of eight (8) hours in one shift period shall be paid two (2) hours of overtime to be taken in either compensatory time or pay.

Detention Officers who are certified instructors in First Aid, CPR, Defensive Tactics/PPCT, or IPC shall receive additional compensation for training employees in their area of certification. Certified Instructors who train employees for a minimum of four (4) hours in one (1) shift period shall be compensated one (1) hour of overtime to be taken in either compensatory time or pay.

ARTICLE 31 UNION BUSINESS

Section 1. Union Representatives. The Employer agrees that accredited representatives of the Local Union may be allowed the right to visit with the employees who are covered by this agreement to conduct Union business at any place during non-working hours or during working hours provided said visitation does not negatively effect the employees service to the public and with prior consent of the Jail Administrator or Assistant Jail Administrator or designee.

Section 2. Bulletin Boards. The Employer will provide one bulletin board at the work site. The bulletin board will be made available to the appropriate Union official for the purpose of posting Union notices. The bulletin boards are to be used by the Union for notices only of the following: Union meetings, Union elections, Union appointments, Union recreational and social events, unemployment compensation information, and other materials of non-political, non-controversial nature. Upon written demand from the Employer, the Union shall promptly remove from such bulletin boards any material which is libelous, or in any way detrimental to the labor management relationship.

Section 3. Stewards. The Union may appoint no more than two (2) stewards per shift and shall notify management of the names of the stewards. Stewards may handle grievances and related issues, dues matters, meeting notifications, etc., but have no authority to dictate or coerce any job action contrary to this agreement. Stewards shall have reasonable access to telephones, for local calls only, in regards to grievance handling needs. In any interview where discipline is to be discussed or issued, the employee, upon request, shall have the right to have a steward present.

Section 4. In the event the Employer determines to contract out services, the Sheriff or his representatives will meet with the Union to discuss possible alternatives prior to the effective date of the action.

ARTICLE 32

INJURED ON DUTY POLICY

An employee, including an introductory employee, who has been injured in the scope and course of his/her employment with the Employer and who is eligible for Worker's Compensation payments shall adhere to the Iowa Worker's Compensation statute. When an employee is entitled to Worker's Compensation benefits, that employee shall be eligible for a supplemental payment by the County. The employee will not be required to utilize sick leave or other paid leave while recovering from said injury for the first three hundred sixty-five (365) calendar days.

The supplemental payment shall be an amount equal to the difference between the employee's net pay and the amount of the weekly Worker's Compensation benefit the employee receives. "Net pay" for the purpose of this article shall mean the employee's base salary minus deductions for taxes, social security and IPERS.

The supplemental pay shall continue for three hundred sixty-five (365) calendar days, or until the employee has reached maximum medical improvement, whichever comes first. If a Worker's Compensation settlement is agreed upon and approved by order of a court of competent jurisdiction, the County shall provide no further supplemental benefit under the terms of this agreement.

The employee shall not be entitled to a supplemental payment under this section in an amount that, when added to any Worker's Compensation benefit will result in the employee receiving total compensation greater than the average weekly net wage for the applicable period of time.

**ARTICLE 33
EFFECTIVE PERIOD**

This Agreement shall be effective July 1, 2006 and shall remain in full force and effect through June 30, 2007.


This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not later than September 15 of each year that it wishes to modify this Agreement.

In the event that such a notice or modification is given, negotiations shall begin no later than the first day of October following such notification, unless the parties otherwise agreed upon a later date.


This Agreement shall remain in full force and effect while negotiations are in progress.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2006.

POTTAWATTAMIE COUNTY
BOARD OF SUPERVISORS

By 
Chairman

By 
Member

By 
Member

By 
Member

By _____
Member

POTTAWATTAMIE COUNTY
DETENTION OFFICER'S UNION

By 

Title President

By _____

Title _____

WAGE SCHEDULE - EXHIBIT "A"
EFFECTIVE JULY 1, 2006 – 3.5% Salary Increase

Detention Officer

STEP	Starting (1)	1 year (2)	2 years (3)	3 years (4)	4 years (5)	6 years (6)
Hourly	\$15.75	\$16.92	\$17.61	\$18.29	\$19.41	\$21.82

EXHIBIT B

UnitedHealthcare Options PPO *Plan 065*

PPO stands for “Preferred Provider Organization” and with our Options PPO plan, you have access to the largest network of physicians we have to offer. Choose from our growing national network of more than 325,000 doctors and specialists, as well as from more than 3,000 hospitals nationwide.

With so many network physicians and other providers, it’s easy to find quality medical care while traveling, or for children who are away at school. You can even choose to see a specialist at any time, without a referral. Chances are, your doctor is already a part of our extensive physician network. If not, you can visit any out-of-network doctor and still enjoy your benefits with somewhat higher deductibles and copayments.

With our Options PPO plan, the vast majority of your health care needs are covered with little or no out-of-pocket costs when you visit a network doctor or facility. Plus, when you visit network doctors and hospitals, there aren’t any claim forms or bills to worry about.

Some of the Important Benefits of Our Options PPO Plan for Covered Services:

Visit any physician within our vast nationwide network for cost savings and freedom from the hassle of paperwork.

See any specialist in our network without a referral.

Visit the hospital that best suits your needs from thousands of participating facilities nationwide. Emergencies are covered anywhere in the world.

Benefits are available for office visits and hospital care, as well as inpatient and outpatient surgery, when covered health services are provided.

Prenatal care is included.

Routine check-ups are included.

Childhood immunizations are provided.

Mammograms are included.

Pap smears are included.

Vision and hearing screenings are covered.

Care CoordinationSM services are available to help identify and prevent delays in care for those who might need specialized help.

Options PPO Benefits Summary

Types of Coverage

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine coverage. This benefit plan may not cover all of your health care expenses. More complete descriptions of Benefits and the terms under which they are provided are contained in the Certificate of Coverage that you will receive upon enrolling in the Plan.

If this Benefit Summary conflicts in any way with the Policy issued to your employer, the Policy shall prevail.

Terms that are capitalized in the Benefit Summary are defined in the Certificate of Coverage.

Where Benefits are subject to day, visit and/or dollar limits, such limits apply to the combined use of Benefits whether in-Network or out-of-Network, except where mandated by state law.

Network health care services under this benefit plan are covered only when provided, arranged, or authorized by a Network Physician.

*Prior Notification is required for certain services.

Network Benefits / Copayment Amounts

Annual Deductible: \$250 per Covered Person per calendar year, not to exceed \$500 for all Covered Persons in a family.

Out-of-Pocket Maximum: \$500 per Covered Person per calendar year, not to exceed \$1,000 for all Covered Persons in a family. The Out-of-Pocket Maximum does not include the Annual Deductible. Copayments for some Covered Health Services will never apply to the Out-of-Pocket Maximum as specified in Section 1 of the COC.

Maximum Policy Benefit: No Maximum Policy Benefit

Non-Network Benefits / Copayment Amounts

Annual Deductible: \$250 per Covered Person per calendar year, not to exceed \$500 for all Covered Persons in a family.

Out-of-Pocket Maximum: \$1,250 per Covered Person per calendar year, not to exceed \$2,500 for all Covered Persons in a family. The Out-of-Pocket Maximum does not include the Annual Deductible. Copayments for some Covered Health Services will never apply to the Out-of-Pocket Maximum as specified in Section 1 of the COC.

Maximum Policy Benefit: \$1,000,000 per Covered Person

1. Ambulance Services - Emergency only	Ground Transportation: 10% of Eligible Expenses Air Transportation: 10% of Eligible Expenses	Same as Network Benefit
2. Dental Services - Accident only	*10% of Eligible Expenses *Prior notification is required before follow-up treatment begins.	Same as Network Benefit
3. Durable Medical Equipment Network and Non-Network Benefits for Durable Medical Equipment are limited to \$2,500 per calendar year.	*10% of Eligible Expenses *Prior notification is required when the cost is more than \$1,000	*20% of Eligible Expenses *Prior notification is required when the cost is more than \$1,000
4. Emergency Health Services	*\$100 per visit *Notification is required if results in an Inpatient Stay.	Same as Network Benefit
5. Eye Examinations Refractive eye examinations are limited to one every other calendar year from a Network Provider.	\$15 per visit	20% of Eligible Expenses Eye Examinations for refractive errors are not covered.
6. Home Health Care Network and Non-Network Benefits are limited to 60 visits for skilled care services per calendar year.	*10% of Eligible Expenses	*20% of Eligible Expenses
7. Hospice Care Network and Non-Network Benefits are limited to 360 days during the entire period of time a Covered Person is covered under the Policy.	*10% of Eligible Expenses	*20% of Eligible Expenses
8. Hospital - Inpatient Stay	*10% of Eligible Expenses	*20% of Eligible Expenses
9. Injections Received in a Physician's Office	\$15 per visit	20% of Eligible Expenses
10. Maternity Services	Same as 8, 11, 12 and 13 No Copayment applies to Physician office visits for prenatal care after the first visit. *Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.	Same as 8, 11, 12 and 13 *Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.
11. Outpatient Surgery, Diagnostic and Therapeutic Services	10% of Eligible Expenses, except as covered under Physician Office Services.	20% of Eligible Expenses
12. Physician's Office Services	\$15 per visit. No Copayment applies when a Physician charge is not assessed.	20% of Eligible Expenses

YOUR BENEFITS

Types of Coverage	Network Benefits / Copayment Amounts	Non-Network Benefits / Copayment Amounts
13. Professional Fees for Surgical and Medical Services	10% of Eligible Expenses	20% of Eligible Expenses
14. Prosthetic Devices Network and Non-Network Benefits for prosthetic devices are limited to \$2,500 per calendar year.	10% of Eligible Expenses	20% of Eligible Expenses
15. Reconstructive Procedures	Same as 8, 11, 12, 13 and 14	*Same as 8, 11, 12, 13 and 14
16. Rehabilitation Services -Outpatient Therapy Network and Non-Network Benefits are limited as follows: 20 visits of physical therapy; 20 visits of occupational therapy; 20 visits of speech therapy; 20 visits of pulmonary rehabilitation; and 36 visits of cardiac rehabilitation per calendar year.	\$15 per visit	20% of Eligible Expenses
17. Nursing Facility/Inpatient Rehabilitation Facility Services Network and Non-Network Benefits are limited to 60 days per calendar year.	*10% of Eligible Expenses	*20% of Eligible Expenses
18. Transplantation Services	*10% of Eligible Expenses	*20% of Eligible Expenses Benefits are limited to \$30,000 per transplant
19. Urgent Care Center Services	\$35 per visit	20% of Eligible Expenses
Additional Benefits		
Dental Care – Anesthesia/Hospital Charges	10% of Eligible Expenses	Same as Network Benefit
Diabetes Coverage	Covered at the same level as Covered Health Services for any other Sickness or Injury.	Covered at the same level as Covered Health Services for any other Sickness or Injury.
Mental Health and Substance Abuse Services – Outpatient Must receive prior authorization through the Mental Health/Substance Abuse Designee. Network and Non-Network Benefits are limited to 20 visits per calendar year.	\$15 per individual visit; \$10 per group visit.	20% of Eligible Expenses
Mental Health and Substance Abuse Services – Inpatient and Intermediate Must receive prior authorization through the Mental Health/Substance Abuse Designee. Network and Non-Network Benefits are limited to 30 days per calendar year.	10% of Eligible Expenses	20% of Eligible Expenses
Spinal Treatment Benefits include diagnosis and related services and are limited to one visit and treatment per day. Network and Non-Network Benefits are limited to 24 visits per calendar year.	\$15 per visit	20% of Eligible Expenses

Exclusions

Except as may be specifically provided in Section 1 of the Certificate of Coverage (COC) or through a Rider to the Policy, the following are not covered:

A. Alternative Treatments

Acupuncture; hypnosis; rolfing; massage therapy; aroma therapy; acupuncture; and other forms of Alternative Treatment.

B. Comfort or Convenience

Personal comfort or convenience items or services such as television; telephone; barber or beauty service; guest service; supplies, equipment and similar incidental services and supplies for personal comfort including air conditioners, air purifiers and filters, batteries and battery chargers, dehumidifiers and humidifiers; devices or computers to assist in communication and speech.

C. Dental

Except as specifically described as covered in Section 1 of your COC under the headings *Dental Care - Anesthesia/Hospital Charges and Dental Services - Accident only*, dental services are excluded. There is no coverage for services provided for the prevention, diagnosis, and treatment of the teeth, jawbones or gums (including extraction, restoration, and replacement of teeth, medical or surgical treatments of dental conditions, and services to improve dental clinical outcomes). Dental implants and dental braces are excluded. Dental x-rays, supplies and appliances and all associated expenses arising out of such dental services (including hospitalizations and anesthesia) are excluded, except as might otherwise be required for transplant preparation, initiation of immunosuppressives, or the direct treatment of acute traumatic injury, cancer, or cleft palate. Treatment for congenitally missing, malpositioned, or super numerary teeth is excluded, even if part of a Congenital Anomaly.

D. Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. Non-injectable medications given in a Physician's office except as required in an Emergency. Over-the-counter drugs and treatments.

E. Experimental, Investigational or Unproven Services

Experimental, Investigational or Unproven Services are excluded. The fact that an Experimental, Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental, Investigational or Unproven in the treatment of that particular condition.

F. Foot Care

Routine foot care (including the cutting or removal of corns and calluses); nail trimming, cutting, or debriding; hygienic and preventive maintenance foot care; treatment of flat feet or subluxation of the foot; shoe orthotics.

G. Medical Supplies and Appliances

Devices used specifically as safety items or to affect performance primarily in sports-related activities. Prescribed or non-prescribed medical supplies and disposable supplies including but not limited to elastic stockings, ace bandages, gauze and dressings, ostomy supplies, syringes, except insulin syringes. Orthotic appliances that straighten or re-shape a body part (including some types of braces). Tubings and masks are not covered except when used with Durable Medical Equipment as described in Section 1 of the COC.

H. Mental Health/Substance Abuse

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Services that extend beyond the period necessary for short-term evaluation, diagnosis, treatment, or crisis intervention. Treatment of insomnia and other sleep disorders, dementia, neurological disorders, and other disorders with a known physical basis.

Treatment of Mental Illnesses which will not substantially improve beyond the current level of functioning, or for conditions not subject to favorable modification or management according to generally accepted standards of psychiatric care, as determined by the Mental Health/Substance Abuse Designee, including, but not limited to, conduct and impulse control disorders; personality disorder; and paraphilias.

Services utilizing methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents. Treatment provided in connection with or to comply with involuntary commitments, police detentions and other similar arrangements, unless authorized by the Mental Health/Substance Abuse Designee. Residential treatment services. Services or supplies for the diagnosis or treatment of Mental Illness, alcoholism or substance abuse disorders that, in the reasonable judgment of the Mental Health/Substance Abuse Designee, are any of the following: not consistent with prevailing national standards of clinical practice for the treatment of such conditions; not consistent with prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome; typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective; not consistent with the Mental Health/Substance Abuse Designee's level of care guidelines or best practices as modified from time to time. The Mental Health/Substance Abuse Designee may consult with professional clinical consultants, peer review committees or other appropriate sources for recommendations and information regarding whether a service or supply meets any of these criteria.

I. Nutrition

Megavitamin and nutrition based therapy; nutritional counseling for either individuals or groups. Enteral feedings and other nutritional and electrolyte supplements, including infant formula and donor breast milk.

J. Physical Appearance

Cosmetic Procedures including, but not limited to, pharmacological regimens; nutritional procedures or treatments; salabrasion, chemosurgery and other such skin abrasion procedures associated with the removal of scars, tattoos, and/or which are performed as a treatment for acne. Replacement of an

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existing breast implant is excluded if the earlier breast implant was a Cosmetic Procedure. (Replacement of an existing breast implant is considered reconstructive if the initial breast implant followed mastectomy.)

Physical conditioning programs such as athletic training, bodybuilding, exercise, fitness, flexibility, and diversion or general motivation. Weight loss programs for medical and non-medical reasons. Wigs, regardless of the reason for the hair loss.

K. Providers

Services performed by a provider with your same legal residence or who is a family member by birth or marriage, including spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider (or if self-referred) as further described in Section 2 of the COC. This exclusion does not apply to mammography testing.

L. Reproduction

Health services and associated expenses for infertility treatments.

Surrogate parenting. The reversal of voluntary sterilization.

M. Services Provided under Another Plan

Health services for which other coverage is required by federal, state or local law to be purchased or provided through other arrangements, including but not limited to coverage required by workers' compensation, no-fault automobile insurance, or similar legislation. If coverage under workers' compensation or similar legislation is optional because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Mental Illness or Sickness that would have been covered under workers' compensation or similar legislation had that coverage been elected.

Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

N. Transplants

Health services for organ or tissue transplants are excluded, except those specified as covered in Section 1 of the COC. Any solid organ transplant that is performed as a treatment for cancer.

Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. Health services for transplants involving mechanical or animal organs.

Any multiple organ transplant not listed as a Covered Health Service in Section 1 of the COC.

O. Travel

Health services provided in a foreign country, unless required as Emergency Health Services.

Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to covered transplantation services may be reimbursed at our discretion.

P. Vision and Hearing

Purchase cost of eye glasses, contact lenses, or hearing aids. Fitting charge for hearing aids, eye glasses or contact lenses. Eye exercise therapy. Surgery that is intended to allow you to see better without glasses or other vision correction including radial keratotomy, laser, and other refractive eye surgery.

Q. Other Exclusions

Health services and supplies that do not meet the definition of a Covered Health Service - see definition in Section 10 of the COC.

Physical, psychiatric or psychological examinations, testing, vaccinations, immunizations or treatments otherwise covered under the Policy, when such services are: (1) required solely for purposes of career, education, sports or camp, travel, employment, insurance, marriage or adoption; (2) relating to judicial or administrative proceedings or orders; (3) conducted for purposes of medical research; or (4) to obtain or maintain a license of any type.

Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country.

Health services received after the date your coverage under the Policy ends, including health services for medical conditions arising prior to the date your coverage under the Policy ends.

Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Policy.

In the event that a non-Network provider waives Copayments and/or the Annual Deductible for a particular health service, no Benefits are provided for the health service for which Copayments and/or the Annual Deductible are waived.

Charges in excess of Eligible Expenses or in excess of any specified limitation.

Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be medical or dental in nature.

Upper and lower jaw bone surgery except as required for direct treatment of acute traumatic injury or cancer. Orthognathic surgery, jaw alignment, and treatment for the temporomandibular joint, except as a treatment of obstructive sleep apnea.

Surgical treatment and non-surgical treatment of obesity (including morbid obesity).

Growth hormone therapy; sex transformation operations; treatment of benign gynecosmastia (abnormal breast enlargement in males); medical and surgical treatment of excessive sweating (hyperhidrosis); medical and surgical treatment for snoring, except when provided as part of treatment for documented obstructive sleep apnea. Oral appliances for snoring.

Custodial care; domiciliary care; private duty nursing; respite care; rest cures.

Psychosurgery. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from injury, stroke or Congenital Anomaly.

This summary of Benefits is intended only to highlight your Benefits and should not be relied upon to fully determine coverage. This plan may not cover all your health care expenses. Please refer to the Certificate of Coverage for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Certificate of Coverage, the Certificate of Coverage prevails. Terms that are capitalized in the Benefit Summary are defined in the Certificate of Coverage.

SCHEDULE OF BENEFITS
(Also see SCHEDULE SUPPLEMENT)

The following Benefits are provided subject to the provisions below.

<u>BENEFITS (EMPLOYEE AND DEPENDENT)</u>	<u>AMOUNT</u>
For:	
All active full-time employees	

DENTAL EXPENSE BENEFITS

	<u>In-Network</u>	<u>Out-of-Network</u>
ANNUAL DEDUCTIBLE AMOUNT		
Individual Type A Expenses.....	\$0	\$0
Individual Type B and C Expenses Combined.....	\$50	\$50
Family Type A Expenses.....	\$0	\$0
Family Type B and C Expenses Combined.....	\$150	\$150
	<u>In-Network</u>	<u>Out-of-Network</u>
COVERED PERCENTAGE		
Type A Expenses.....	100%	100%
Type B Expenses.....	60%	60%
Type C Expenses.....	40%	40%

MAXIMUMS

Maximum Benefit (For One Dental Expense Period)	\$1,000
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Waiting Periods for Late Entrants

Type A Expenses	No Waiting Period
Type B Expenses	
• Fillings.....	6 Months from Effective Date
• All Others	12 Months from Effective Date
Type C Expenses	24 Months from Effective Date